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January 24, 1992

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RECORDATION NO. 13862-A FILED 1425

JAN 24 1992 -2 45 PM

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 13862-B FILED 1425

JAN 24 1992 -2 45 PM

Dear Secretary Strickland:

INTERSTATE COMMERCE COMMISSION

I have enclosed an original and two certified copies of each of the documents described below, to be recorded pursuant to 49 U.S.C. 11303.

The documents are an Assignment and Assumption Agreement and a Bill of Sale, secondary documents, each dated December 27, 1991. The primary document to which they are connected is recorded under Recordation No. 13862. We request that the agreement be recorded under Recordation No. 13862-A, and the Bill of Sale be recorded under Recordation No. 13862-B.

The names and addresses of the parties to the agreement and Bill of Sale are as follows:

Purchaser:

LPCA Corporation
Four Embarcadero Center
Suite 2200
San Francisco, California 94111

Seller:

Westinghouse Credit Corporation
1 Oxford Centre
9th Floor
Pittsburgh, Pennsylvania 15219

A description of the equipment covered by the agreement and Bill of Sale consists of: 20 50-cubic yard 100-ton DIFCO air side dump cars, with the following numbers: USSX 2556-2575, inclusive.

No casualties have occurred.

A fee of \$32.00 is enclosed. Please return the originals to:

Louis E. Gitomer
Suite 1200
1133 15th Street, N.W.
Washington, D.C. 20005

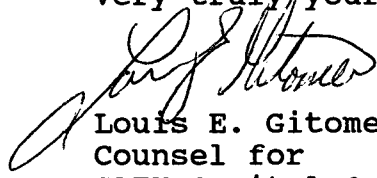


Honorable Sidney L. Strickland, Jr.
January 24, 1992
Page 2

A short summary of the documents to appear in the index follows:

An Assignment and Assumption and a Bill of Sale, secondary documents, each dated December 27, 1991, between LPCA Corporation, Four Embarcadero Center, Suite 2200, San Francisco, California 94111, and Westinghouse Credit Corporation, 1 Oxford Centre, 9th Floor, Pittsburgh, Pennsylvania 15219, consisting of 20 50-cubic yard 100-ton DIFCO air side dump cars, with the following numbers: USSX 2556-2575, inclusive.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Louis E. Gitomer", is written over the typed name.

Louis E. Gitomer
Counsel for
GATX Capital Corporation

LEG/jsh

Attachments

REGISTRATION NO

13867-B

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U.S. Steel #71058

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS that: Westinghouse Credit Corporation, a Delaware corporation ("Seller"), in consideration of Ten Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby transfer and assign to LPCA Corporation, a Delaware corporation ("Purchaser"), its successors and assigns, all of Seller's right, title and interest in and to those certain items of Lease Property (as such term, and all other capitalized terms used herein, is defined in that certain Purchase Agreement, dated as of November 27, 1991, among Seller, Purchaser and GATX Capital Corporation), as described on the attached Schedule 4.1(f) (collectively, the "Equipment").

TO HAVE AND TO HOLD the Equipment unto Purchaser, its successors and assigns, for its and their own use forever.

SELLER hereby warrants that it is transferring title to the Equipment hereunder free and clear of all Liens, except any Liens permitted under the Operative Documents. EXCEPT FOR THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE AND THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4.1 OF THE PURCHASE AGREEMENT, THE TRANSFER OF THE EQUIPMENT TO PURCHASER IS MADE ON AN "AS IS, WHERE IS" BASIS AND SELLER SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, NOW OR HEREAFTER AS TO THE TITLE, VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on the date set forth below.

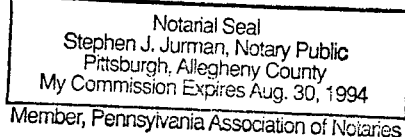
Dated: December 27, 1991

Westinghouse Credit Corporation

By: Steven M. M...Its: Vice PresidentState of Pennsylvania
County of AlleghenySubscribed and sworn to before me this 27th
day of December, 1991[Signature]
(Signature of Notary)

(Seal of Notary)

s:\mml\westing\bills\#11



Schedule 4.1 (f), cont.
Lease Property /

LESSEE United States Steel Corporation
WCC Account No. 71058

EQUIPMENT
INFORMATION

Description

Twenty (20) 50-cubic yard, 100-ton capacity air side dump cars manufactured by Difco, Inc. in the second and third quarters of 1982; numbers USSX 2556-2575 (the "Units").

Original Cost

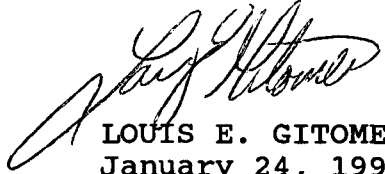
\$92,952.66 per Unit; \$1,859,053.20 total cost of all Units.

Reported Casualties

None.

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy with the original Bill of Sale, dated December 27, 1991, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", is written over the printed name.

LOUIS E. GITOMER
January 24, 1992